

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY APPROVING  
DISPOSITION OF PARCEL 4 IN THE  
GOVERNMENT CENTER PROJECT AREA

WHEREAS, the Urban Renewal Plan for the Government Center Area provides for the development of Parcel 4 as a parking garage; and

WHEREAS, the Boston Redevelopment Authority, hereinafter referred to as the "Authority," has consulted with the City of Boston, hereinafter referred to as the "Developer," concerning the proposed development of the property; and

WHEREAS, disposition of Parcel 4 to the Developer will make development possible in conformance with the planning and design objectives of the Government Center; and

WHEREAS, there has been presented to this meeting of the Authority a proposed Land Disposition Agreement setting forth the conditions under which the parcel will be purchased and developed; and

WHEREAS, the proposed purchase price of \$820,000 for the Parcel is based on two independent appraisals of the value of said parcel for the proposed use.

NOW, THEREFORE BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY;

1. That the procedure used for the disposition of Parcel 4 is the appropriate method of making the land available for development.
2. That the Land Disposition Agreement for the disposition of Parcel 4 to the City of Boston is hereby approved and the Development Administrator is hereby authorized to execute such Agreement on behalf of the Authority substantially in the form presented to this meeting, subject to Housing and Home Finance Agency concurrence and prior public disclosure as required by Title I of the Housing Act of 1949.
3. That the price of \$820,000 is hereby approved and determined to be not less than the fair value of the parcel for the proposed use.
4. That the City of Boston possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan.
5. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(e) of the Housing Act of 1949, as amended.



LAND DISPOSITION AGREEMENT

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THIS AGREEMENT, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ 1966 by and between BOSTON REDEVELOPMENT AUTHORITY, and the City of Boston acting by and through its Real Property Board.

WITNESSETH THAT the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

(a) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to Chapter 121, Section 26QQ, of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest or assign, whether by act of a party to this Agreement, or by operation of law, or otherwise.

(b) "Redeveloper" shall mean the City of Boston, a municipal corporation in the Commonwealth of Massachusetts, acting by and through its Real Property Board, and shall include any successor in interest or assign, whether by act of a party to this Agreement, or by operation of law, or otherwise.

(c) "The Property" refers to Parcel 4 in the Government Center Urban Renewal Project Area, and shall mean that property shown on a map entitled \_\_\_\_\_, prepared by Whitman and Howard, Inc., Engineers, dated \_\_\_\_\_, 196 \_\_\_\_\_, which map is attached hereto and made a part hereof as Exhibit A, together with the fee to the centerline of all streets, proposed or existing, shown on said Plan as abutting The Property.

(d) "Plan" shall mean the Government Center Urban Renewal Plan adopted by the Authority on June 5, 1963, approved by the City Council on May 25, 1964, as it may be amended in accordance with the provisions therein contained. The "term of the Plan" shall mean a period of 40 years commencing upon the approval of the Plan by the City Council.

(e) "Site Plan" shall mean the drawings, sketches and plans submitted to and approved by the Authority on March 11, 1965, showing the general plan, elevations, dimensions and character of the improvements to be erected on The Property by the Redeveloper, including the type,



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amount, distribution and areas of the various uses on The Property, which Site Plan, is on file at the offices of the Authority and Redeveloper.

(f) "Architect" shall mean Samuel Glaser Associates, Architects, and Kallman and McKinnell, 585 Boylston Street, Boston, Mass., acting pursuant to a contract for architectural services with respect to the improvements to be erected on The Property, a copy of which contract has been deposited with the Authority, which firm or contract shall not be changed without the prior written consent of the Authority in each instance.

(g) "Preliminary Plans and Outline Specifications" shall mean the preliminary architectural drawings and specifications for the improvements to be constructed on The Property, submitted to and approved by the Authority on October 21, 1965, on file at the offices of the Authority and the Redeveloper.



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ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

The Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase, The Property, for a purchase price of \$820,000, which purchase price shall be paid to the Authority, in cash or check drawn to its order, at the time of closing.

Section 202: Condition of Land to be Conveyed

The Authority agrees that, at the time of sale and conveyance and delivery of possession of The Property, it shall be free and clear of all buildings, structures and improvements except streets, sidewalks, and walls and foundations below the surface, and all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner, and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as these now exist.

Section 203: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of The Property and the purchase of the same by the Redeveloper shall take place on June 1, 1966, at a closing to be held at the office of the Authority or such other place as the Authority may designate; provided, however, that the sale and conveyance and delivery of possession may take place on an earlier or later date upon agreement of the parties hereto.

Section 204: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title to The Property, free and clear of all liens and encumbrances, but subject to all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof, and subject to the following easements:

- 1) An easement for subway facilities in that area shown on the attached Exhibit A as
- 2) An easement for a public right of way and subsurface utilities in that area shown on the attached Exhibit A as New Congress Street.



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Except as to obligations to be performed at or prior to the time of closing, none of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to The Property from the Authority to the Redeveloper, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 205: Condition Precedent to Conveyance

The Authority shall not be obligated to make conveyance of The Property unless and until final plans and specifications for The Property have been submitted to and approved by the Authority as provided in Section 302 hereof.

Section 206: Default by Authority

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of The Property as provided for herein, then (1) all obligations of the parties hereunder shall cease; and (2) this Agreement shall be void and without recourse to the parties hereto, provided however, that the Authority shall use reasonable efforts to remove any defect in title and to deliver possession as herein agreed, and for this purpose the time for performance by the Authority shall be extended for a period of ninety (90) days, or such longer period as the Authority and the Redeveloper shall mutually agree; provided further that the Redeveloper shall have the election, either at the original or any extended time for performance to accept such title as the Authority can deliver to The Property (if then cleared) and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper.



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ARTICLE III

RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns covenants, promises and agrees:

- (1) To devote The Property to the uses specified in the Plan:
- (2) not to use or devote The Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan:
- (3) not to discriminate upon the basis of race, color, creed, or national origin in the sale, lease or rental or in the use or occupancy of The Property or any improvements erected or to be erected thereon or any part thereof.

(b) The covenants in subsection (a) of this Section shall be covenants running with the land.

(c) The covenants in subdivisions (1) and (2) of subsection (a) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan: and the covenant in subdivision (3), and all rights and obligations under said covenant, shall terminate upon the expiration of one hundred (100) years from the date of the deed from the Authority to the Redeveloper.

Section 302: Improvements and Submissions of Plans

(a) The Property shall be used for construction of a Parking Garage, and such related facilities as are permissible, pursuant to the provisions of Chapter 474 of the Acts of 1946, as amended. All construction shall conform to the Site Plan, the Preliminary Plans and Outline Specifications, and the applicable standards and controls of this Agreement and the Plan.

(b) No later than May 4, 1966, the Redeveloper shall submit to the Authority final plans and specifications prepared by the Architect, for all of the improvements to be constructed by it on The Property in accordance with the Preliminary Plans and Outline Specifications, the Site Plan, the Plan and this Agreement.



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The Authority shall review such final plans and specifications for conformity with the Preliminary Plans and Outline Specifications, the Site Plan, the Plan, and this Agreement, and shall promptly notify the Redeveloper of any finding of nonconformity, setting forth in detail the grounds for such a finding. If no such finding is delivered in writing to the Redeveloper within 15 days after the submission of the final plans and specifications, such final plans and specifications shall be deemed approved.

(c) No work shall be done on the construction of the improvements to be erected on The Property unless such work conforms to the approved final plans and specifications, except and only to the extent that modifications thereof have been approved by the Authority, and except that such final plans and specifications may be modified by the Redeveloper from time to time as long as the improvements to be erected shall be in conformity with the Preliminary Plans and Specifications, the Site Plan, and the applicable building requirements of the Plan, and shall be in substantial conformity with the approved final plans and specifications.

(d) In submitting plans and specifications to the Authority for its review, the Redeveloper shall consider and take into account the planning and design objectives set forth herein and in the Plan and the Authority shall pursue such objectives in its review of and action upon the plans and specifications so submitted.

(e) The Redeveloper agrees to provide as part of the construction of improvements required pursuant to this Agreement, works of art or artistic treatment satisfactory to the Authority, and agrees to expend for such fine arts a sum of not less than 1% of the total amount to be expended by the Redeveloper for such construction of improvements. Fine arts, as used herein, shall be deemed to include ornaments, arrangements or effects created through the use of sculpture, bas-reliefs, mosaics, frescoes, murals, prints, tapestries, paintings, or fountains which are sculptural in themselves or are designed to enhance the setting of sculpture. The Redeveloper agrees to include in the final plans and specifications submitted to the Authority a general program for employment of art in the development to support and enhance the architectural and site design proposals.

(f) It is the general policy of the Authority that all new buildings constructed in Urban Renewal Project Areas shall be so designed as to accommodate the physically handicapped. In furtherance of this policy, plans and specifications shall include provisions conforming insofar as possible with the American Standard Specifications for Making Buildings and Facilities Accessible to and Usable



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by the Physically Handicapped, attached hereto and made a part hereof as Exhibit B. The Authority shall take into consideration the provisions and objectives of said Exhibit B in its review of and action upon plans and specifications submitted to it pursuant to this Agreement.

Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the improvements on The Property in accordance with the approved final plans and specifications within ninety (90) days after delivery of the deed to and possession of The Property to the Redeveloper, unless no acceptable bid is received by the Redeveloper within existing authorizations, in which event the time for commencement of construction shall be extended as appropriate.

(b) The Redeveloper shall diligently prosecute to completion the construction of the improvements on The Property and shall, in any event, complete such construction not later than eighteen (18) months after the commencement thereof.

(c) After the sale and conveyance and delivery of possession of The Property to the Redeveloper and during the period of construction, the work of the Redeveloper shall be subject to inspection by representatives of the Authority, and of the United States of America.

(d) Prior to the sale and conveyance and delivery of possession of The Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(e) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on The Property shall be covenants running with the land.

Section 304: Certificate of Completion

When the improvements required of the Redeveloper by the provisions of the Agreement have been completed, the Authority shall issue to the Redeveloper a Certificate of Completion, in such form as will enable it to be recorded in the Suffolk Registry of Deeds.

Section 305: Equal Opportunity in Construction Employment

The Redeveloper, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section



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in every contract or purchase order which may hereafter be entered into between the Redeveloper and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement:

"Equal Employment Opportunity

During the performance of this contract, the Contractor agrees with the Redeveloper as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority, advising the said labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended by



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Executive Order 11114 of June 22, 1963, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and by the rules, regulations, and orders of the said Committee or of the Housing and Home Finance Agency pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Authority, the Housing and Home Finance Agency, and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961 as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority, the Contractor may request the the United States to enter into such litigation to protect the interests of the United States."



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For the purpose of including such provisions in any construction contract or purchase order, as required by this Section, the term "Redeveloper" and the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order, and the term "Authority" may likewise be changed to reflect appropriately the name or designation of the party referred to in the Agreement as "Authority".



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ARTICLE IV

TRANSFER OF REDEVELOPER'S INTEREST

Section 401: General Terms Relating to Transfer of Interest  
in Property by Redeveloper

The Redeveloper agrees that without the approval of the Authority, it will not, prior to the completion of the construction of the improvements on The Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in The Property or portion thereof or in this Agreement, other than a contract or agreement to be performed subsequent to such completion or other than a transfer to another public body.



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ARTICLE V

PROVISIONS RELATING TO OPERATION AND MAINTENANCE

Section 501: Maintenance and Operation of Improvements

The Redeveloper shall, at all times until the expiration of the term of the Plan, keep the improvements constructed on The Property in good and safe condition and repair, and, in the occupancy, maintenance and operation of such Project, improvements and The Property, comply with all laws, ordinance, codes and regulations applicable thereto.

Section 502: Additions or Subtractions to Completed Improvements

After the improvements required by the Plan and this Agreement to be constructed by the Redeveloper on The Property, or any portion thereof, have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof, which involve significant alteration of the exterior design or dimensions, without the prior written approval of the Authority.



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ARTICLE VI

RIGHTS, REMEDIES, AND PROCEDURES IN THE  
EVENT OF A BREACH BY REDEVELOPER

Section 601: Failure or Refusal by Redeveloper to Purchase  
Fee Simple Title and Possession

In the event that the Redeveloper shall fail or refuse to submit final plans and specifications as provided in Section 302 Of this Agreement, or shall (other than as provided in Section 206 of this Agreement) fail or refuse to complete the purchase and accept possession of The Property as set forth in Section 203 of this Agreement, the Authority may, upon such failure or refusal, in its sole discretion terminate, by written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder.

Section 602: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described.



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## ARTICLE VII

### MISCELLANEOUS PROVISIONS

#### Section 701: Covenants to be Enforceable by Authority and United States

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to The Property and shall, in any event and without regard to technical classification specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority (and the United States in the case of the covenant provided in Section 301(a)(3) hereof) against the Redeveloper (including its successors and assigns to or of The Property or any part thereof or any interest therein). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants and the United States shall be deemed a beneficiary of the covenant provided in Section 301 (a)(3) hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

It is the intention of the Authority that the benefit of the covenants running with the land which are contained in any instrument of conveyance relating to The Property shall be enforceable only by the Authority (and the United States in the case of the covenant provided in Section 301 (a)(3) hereof) and those holding title to an interest in The Property and that such covenants shall not be enforceable by transferees of other land owned by the Authority in the area covered by the Plan.

#### Section 702: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.



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Section 703: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or suppliers due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of The Property for redevelopment or of the Redeveloper with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well.



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COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

1966

Then personally appeared before me the above-named

EDWARD J. LOGUE

who executed the foregoing Agreement on behalf of Boston Redevelopment Authority and acknowledged the same to be his free act and deed, and free act and deed of Boston Redevelopment Authority.

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Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Agreement on behalf of the City of Boston and acknowledged the same to be his free act and deed and the free act and deed of the City of Boston, before me

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Notary Public  
My commission expires:

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IN WITNESS WHEREOF, on the \_\_\_\_\_ day of \_\_\_\_\_ 1966,  
at Boston, Massachusetts, the parties hereto have caused this  
Agreement in five counterparts to be signed, sealed and delivered by  
their duly authorized officers, respectively.

Signed, sealed and delivered  
in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Development Administrator

CITY OF BOSTON

Approved:

By: Real Property Board

\_\_\_\_\_  
Mayor - City of Boston

By: \_\_\_\_\_  
Chairman

Approved as to form:

\_\_\_\_\_  
General Counsel  
Boston Redevelopment Authority

Approved as to form:

\_\_\_\_\_  
Corporation Counsel,  
City of Boston



MEMORANDUM

FEB 3 1966

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: GOVERNMENT CENTER, PARCEL 4 - PARKING GARAGE, LAND DISPOSITION AGREEMENT

On October 21, 1965, the Authority approved the final preliminary plans and outline specifications for the public parking garage in Government Center to be built by the Real Property Department. As you may remember, this structure, which includes space for approximately 2,000 cars, a bus terminal, and accessory shops, represents a local-grant-in-aid credit of approximately 7 to 7½ million dollars for the Government Center Project.

Architects are presently preparing final working drawings, and a late spring construction start is possible. The attached land disposition agreement, by and between the BRA and the Real Property Department has been approved for execution by the Corporation Counsel.

It provides for submission of final plans by May 4, 1966, commencement of construction within 90 days after delivery of the deed and completion 18 months thereafter.

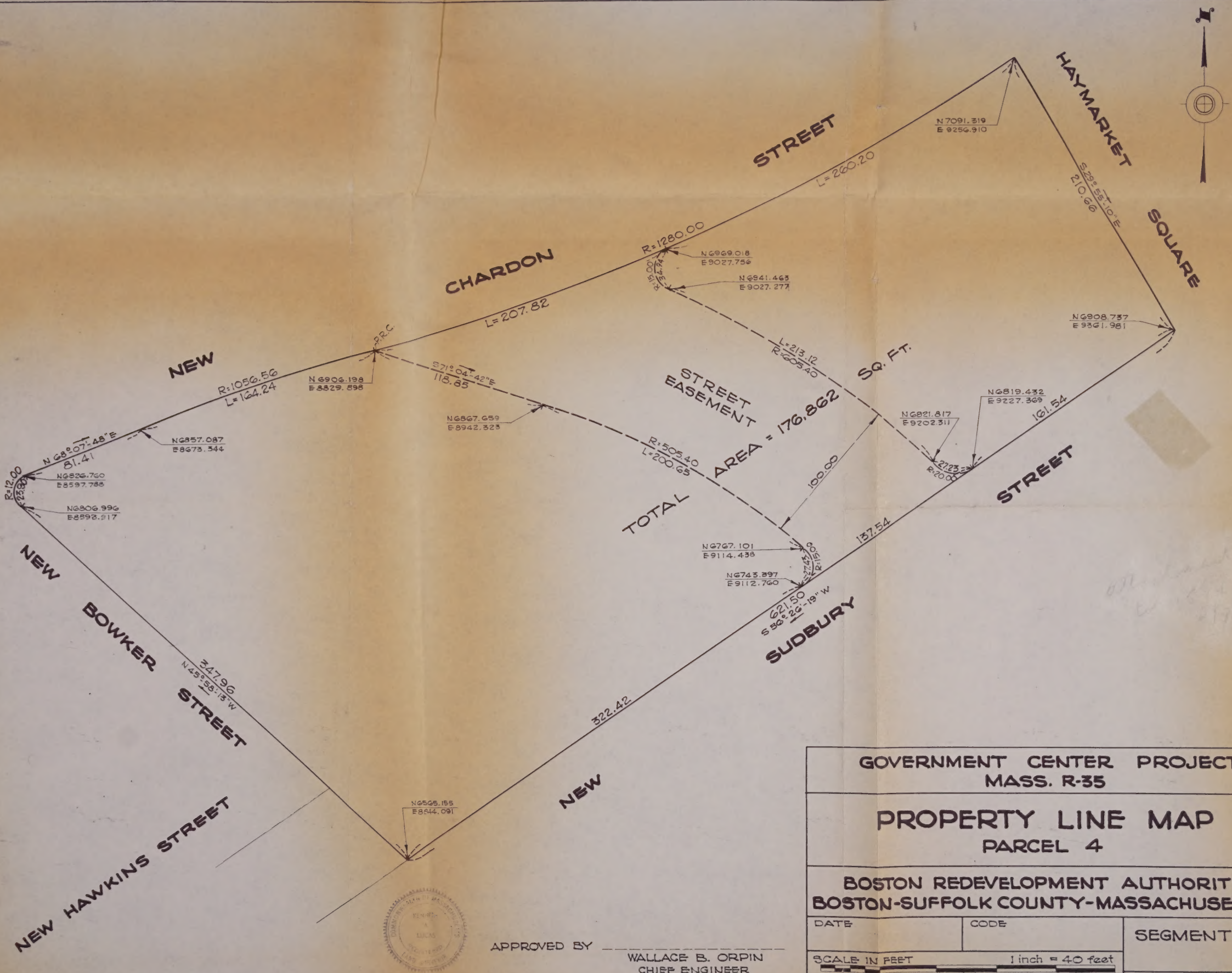
The proposed purchase price of \$820,000 is consistent with both reuse appraisals which have been made on the property.

An appropriate resolution in the Federal form is attached, and I recommend its adoption.





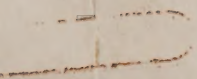




APPROVED BY WALLACE B. ORPIN  
 CHIEF ENGINEER

GOVERNMENT CENTER PROJECT MASS. R-35		
PROPERTY LINE MAP PARCEL 4		
BOSTON REDEVELOPMENT AUTHORITY BOSTON-SUFFOLK COUNTY-MASSACHUSETTS		
DATE	CODE	SEGMENT-
SCALE IN FEET 0 10 20 30 40 80 120 160 200 1 inch = 40 feet		REVISED
WHITMAN & HOWARD INC. ENGINEERS-89 BROAD ST. BOSTON, MASS.		





NEW

NEW

NEW

NEW

NEW

DOWN

NEW

NEW